

LS 5-1937a

OGC HAS REVIEWED.

2 September 1955

MEMORANDUM FOR: Chief, EE

SUBJECT : Dispatch [REDACTED] - Damage/Loss Claims for
Personal Effects

25X1A6c

1. I refer to my conversation with [REDACTED] yesterday in which I suggested that the proposed Dispatch is objectionable on a number of counts and further queried the desirability of sending out a Dispatch to one area only in lieu of a [REDACTED] on the subject. [REDACTED] agreed and invited me to return the proposed Dispatch with appropriate comment.

25X1

25X

2. The following sets forth our objections to the Dispatch in its present form:

a. Suggest the last line of subparagraph 2 a. read "claims are not acceptable".

b. Suggest the phrase "agents with contract permits" in paragraph 2 b. be replaced by the appropriate phrase in R. [REDACTED] namely, "agents, in so far as their contracts permit". Also in this subparagraph, suggest possible ambiguity be removed by rewriting the last two lines as follows: "agents, agents in so far as their contracts permit, consultants and detailed or assigned personnel".

25X1A

c. Subparagraph 2 c. fails to include from the corresponding provision of R. [REDACTED] in addition to reasonable property, property which is useful, necessary or proper. Also in this subparagraph, the reference to giving due allowance to cover duties and grade seems more restricted than the corresponding provision in R. [REDACTED] namely, "under the attendant circumstances".

25

d. Suggest the word "KUBARK" be inserted before the word "unit" in subparagraph 2 d. (1).

e. In subparagraph 2 d. (3) the words "or unlawful act" should be inserted following the word "negligence".

f. In subparagraph 2 g. suggest the first three words be "If a carrier".

25X1A9a

25X1A

~~SECRET~~

25X1A

g. With reference to subparagraph 2 h. (2) and (3), the corresponding language in R. [REDACTED] is "name or description" and "month and year".

h. Similarly suggest subparagraph 2 h. (5) begin "Purchase price or value".

25X1A

i. With reference to the recommended substitution of five years or ten years in subparagraph 2 i., although ten years is stated in R. [REDACTED] five years is the correct penalty provided by Title 18 U.S.C.A. Section 267.

j. The sentence following the phrase "signature of claimant" in subparagraph 2 j. would appear more appropriate to paragraph 2 d. The last sentence of subparagraph 2 j. also seems to have nothing to do with the signature of claimant and perhaps should be included in paragraph 3.

k. It is believed the phrase "for security reasons" in line 4 of paragraph 3 should read "for any reason".

25X1A6c

l. We agree with the recommendations of [REDACTED] for deletions from paragraph 4 and paragraph 4 c.

25X1A2d1

m. The relationship between channels provided in paragraph 4 and the statement in paragraph 2 d. seems unclear. It is believed the various channels mentioned in the subparagraph of paragraph 4 do not cover the situations of all CIA employees. For example, there is no provision for [REDACTED] designees when cover does not require that the claim not be made against [REDACTED]. Further, subparagraph e., which refers to employees under [REDACTED] really does not involve channels.

25X1A2

25X1C4c

n. Is the procedure prescribed by paragraph 6 to be followed in all instances "where it is apparent that the damage/loss resulted from the packers' negligence"? Also in paragraph 6, does the contract with the packer referred to therein cover the packing of the goods of all CIA employees everywhere?

25X1A

3. It is believed the substance intended by paragraph 3, paragraph 5 and paragraph 6 is valuable information to potential claimants and persons responsible for processing and administering claims. It is suggested that in the preparation of the [REDACTED] these subjects be covered. It is also believed the Regulation should advise employees that in those cases where the negligence is not that of the Government's and security does not require otherwise, claimants should press their claims against private packers, carriers, shippers or whoever is considered at fault. CIA or the Government will not pay claims merely because private persons and corporations refuse to do so.

~~SECRET~~

SECRET

25X1A

4. To the extent that the [REDACTED] would include provisions not in the Headquarters Regulations, it is suggested that the latter also be modified so that the two will parallel.

25X1A9a

5. [REDACTED], who is the representative of this Office assigned to the Office of Logistics and the Legal Member of the Headquarters Survey and Claims Board, will be happy to assist in the preparation of the Regulations.

25X1A9a

[REDACTED]
Assistant General Counsel

OGC/RHL:mks

Orig & 1 - Addressee

✓1 - Subject

1 - [REDACTED]

25X1A9a

1 - Signer

1 - Chrono.

SECRET